UPPER TRIBUNAL (LANDS CHAMBER)

Neutral Citation Number: [2016] UKUT 0144 (LC)
Case No: LRX/89/2015

TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007

PARK HOMES – PITCH FEE REVIEW – administration charges in connection with provision of gas and electricity – park owner's decision not to recover by separate contractual charge - whether pitch fee may be increased to recoup same costs – paras 16-20, Ch. 2, Sch. 1 Mobile Homes Act 1983 – appeal dismissed

IN THE MATTER OF AN APPEAL AGAINST A DECISION OF THE FIRST-TIER TRIBUNAL (PROPERTY CHAMBER)

BETWEEN:

BRITANIACREST LIMITED

Appellant

- and -

(1) MR EDWARD W BAMBOROUGH
(2) MRS M A BAMBOROUGH

Respondents

Re: Broadfields Residential Park
Oxcliffe Road
Morecambe
Lancashire
LA3 3EH

Martin Rodger QC, Deputy President and P D McCrea FRICS

14 March 2016

Manchester Civil Justice Centre

- -

Mr Richard Mullan represented the appellant
Mr Edward Bamborough represented himself and the second respondent

The following cases are referred to in this decision:

Re: Britaniacrest Limited [2013] UKUT 0521 (LC)

Re: Sayer [2014] UKUT 0283 (LC)

Telchadder v Wickland Holdings Ltd [2014] UKSC 57

Introduction

1. This appeal concerns the entitlement of the owner of a protected site governed by the Mobile Homes Act 1983 to recoup from the occupiers of pitches on the site the administrative and other costs which it incurs in connection with the provision of gas and electricity to those pitches in addition to the cost of the fuel consumed on the pitches.

2. The 1983 Act applies to any agreement under which a person is entitled to station a mobile home on a protected site and to occupy that home as their only or main residence. In *Telchadder v Wickland Holdings Ltd* [2014] UKSC 57 the Supreme Court recorded that about 85,000 households live in mobile homes on about 2000 sites governed by the 1983 Act.

3. By its decision given on 9 July 2015 the First-tier Tribunal (Property Chamber) ("FTT") determined that the pitch fee payable by Mr and Mrs Bamborough, the occupiers of a pitch at Broadfields Residential Park, could not be increased by an amount greater than the increase in the retail prices index over the previous twelve months, in order to enable the appellant, Britaniacrest Limited, to recoup administration costs associated with the provision of utilities. Britaniacrest now appeals against that decision.

The facts

4. Broadfields Residential Park ("the Park") is a protected site at Oxcliffe Road in Morecambe. It is of relatively modest size having only 29 pitches. Each pitch receives a metered supply of gas and electricity.

5. The appellant, Britaniacrest Limited, is the owner of the Park, which it acquired in 2009. Mr and Mrs Bamborough, the respondents, are the occupiers of one of the pitches on the Park on which stands the mobile home which they acquired from Britaniacrest on 27 April 2012. At that time Mr and Mrs Bamborough entered into a written agreement with Britaniacrest under which they agreed to pay a pitch fee of £150.78 per month, subject to annual review. The agreement also provided for "additional charges", at paragraph 9 of Part 1, by which it was agreed:

> "An additional charge will be made for the following matters: (a) Gas (b) Electricity (c) Water/sewage (d) Administration (e) any other services provided (f) Meters"

The right to levy these charges was additional to the right to recoup outgoings, provided for by paragraph 3(b) of Part V of the agreement, which obliged the occupiers to pay (amongst other things) "charges in respect of electric, water, gas, telephone and other services".

6. Before 2009 the unit rate at which the occupiers of pitches had been charged by the previous owners of the Park for the gas and electricity which they consumed on their individual pitches had included an undeclared supplement, in excess of the unit price at which the owner

purchased the supply, and which was intended to cover the owner's costs of administration. Britaniacrest discontinued this practice and introduced a new charge for existing occupiers of £15 per utility service per quarter plus VAT. Thus, rather than being concealed in the unit rate for the gas, electricity or water supplied, the Park owner's charge for administering the service appeared on the face of each occupier's quarterly utility bill. This charge was intended to cover reading meters, preparing bills, delivering bills, chasing arrears etc.

7. The practice of adding a separate administration charge to the cost of fuel supplied to pitches was contentious and was eventually considered by this Tribunal in a previous appeal between the park owner and occupiers under a former style of agreement, *Re*: *Britaniacrest Limited* [2013] UKUT 0521 (LC). The practice was found to be contrary to the terms of the pitch agreements which Britaniacrest had inherited from its predecessor. Those agreements included an express provision for the payment of outgoings by the occupier, paragraph 3(b), as follows:

> "To pay and discharge all general and/or water rates which may from time to time be assessed charged or payable in respect of the mobile home or the pitch … and charges in respect of electricity, gas, water, telephone and other services."

The Tribunal held that paragraph 3(b) permitted the owner to pass on charges which it had incurred in purchasing electricity, but did not permit it to add an additional service charge to cover its own costs of administration. In the absence of a specific term permitting a charge for administration, the Tribunal took the view that the administrative costs associated with the provision of utilities must be taken to be covered by the pitch fee.

8. Mr and Mrs Bamborough were not parties to the proceedings which concluded with the Tribunal's decision in *Re: Britaniacrest,* and that decision was not concerned with the obligations of occupiers who, like them, had entered into pitch agreements which entitled Britaniacrest to recoup an additional charge for administration in addition to the cost of fuel. But Mr and Mrs Bamborough were also dissatisfied with the quarterly administration charge of £15 per service for gas and electricity which they were asked to pay after they had signed their pitch agreement; they appear to have paid the first quarterly bill without objection but subsequently paid under protest, contending that the administration charge was excessive.

9. After the Tribunal's decision in *Re: Britaniacrest* the company adopted a new approach which it applied to all occupiers of pitches on the Park, whether their pitch agreements provided expressly for the payment of an administration fee or not. On 10 February 2014 Mr and Mrs Bamborough were given notice that with effect from 15 March 2014 their pitch fee would increase from £154.70 to £169.65 per month. It was explained that this increase comprised a 3.2% adjustment by reference to the increase in the retail prices index over the 12 months since the previous increase, plus a charge of £10 per month to cover costs of administration in respect of the supply of gas and electricity. After the commencement of the new pitch fee the quarterly charge of £15 per utility ceased to be added to Mr and Mrs Bamborough's combined gas and electricity bill.

10. Mr and Mrs Bamborough objected to this change and informed Britaniacrest that they would pay the new pitch fee only so far as it was referable to the increase in the retail prices index, but they would not pay that part of the increase referable to administration. For more than a year those positions remained deadlocked: Britaniacrest invoiced monthly for the pitch fee at the new rate, but Mr and Mrs Bamborough continued to pay at the adjusted rate which excluded the £10 per month cost of administration.

11. On 16 January 2015 Britaniacrest gave notice of a further annual increase in the pitch fee which it proposed to raise from £169.65 to £173.55 with effect from 15 March 2015. The whole of the increase was attributable to a 2.3% rise in the retail prices index in the previous 12 months and no separate mention was made of the charge for administration of gas and electricity supplies. Nor has the quarterly charge of £15 per utility reappeared on the gas and electricity bill.

12. Thus it is apparent that in the case of Mr and Mrs Bamborough and others on similar forms of agreement, Britaniacrest has sought unilaterally to merge the separate administration charge payable under the agreement into the monthly pitch fee by a one-off increase which will be increased annually by reference to RPI. The same approach has been taken to occupiers on older forms of agreement, of the type considered in *Re: Britaniacrest*, which do not include a separate administration charge but whose monthly pitch fees have been increased by a sum which includes the £10 administration component.

The proceedings

13. On 16 February 2015 Mr and Mrs Bamborough applied to the FTT under section 4 of the Mobile Homes Act 1983 for a determination of the pitch fee which they were liable to pay from 15 March 2014 which they originally contended should be £163.32.

14. Britaniacrest explained to the FTT that it had decided to suspend the separate administration charge provided for under the newer form of pitch agreement and instead to levy an exceptional pitch fee increase in 2014 to incorporate a similar administration charge into the pitch fees payable by all occupiers of pitches on the Park. It had decided to do this in the wake of the Tribunal's decision in *Re: Britaniacrest* which it interpreted as sanctioning the collection of an administration charge through the pitch fee.

15. In its decision the FTT referred to the statutory presumption that the pitch fee should increase by no more than the percentage increase in the retail prices index since the last review date. At paragraph 44 it determined that in the case of Mr and Mrs Bamborough "it would be reasonable for the presumption … to apply." It went on to explain that the pitch fee could only be changed in accordance with the provisions of the Act and that Britaniacrest could not implement an increase intended to incorporate the administration charge into the pitch fee.

16. The FTT had not been asked to decide whether the sum of £10 per month (equivalent to a quarterly charge of £15 per service for gas and electricity) could be recovered as a contractual

administration charge under the pitch agreement, and it expressed no view on that question. For the period under consideration Britaniacrest had not sought to implement its entitlement under the pitch agreement to recoup a separate administration charge so the question of the amount which might be charged simply did not arise in the proceedings before the FTT.

The relevant statutory provisions

17. All agreements to which the 1983 Act applies incorporate certain standard terms which are implied by the statute. In the case of protected sites in England the statutory implied terms are those in Chapter 2 of Part 1 of Schedule 1 to the Act (as amended). Paragraphs 16-20 of those terms concern the pitch fee, an expression which is defined in paragraph 29 of Part 1 of Schedule 1 as:

> "The amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water, sewage or other services, unless the agreement expressly provides that the pitch fee includes such amounts."

The Act is therefore quite clear: the pitch fee does not include any charge for gas, electricity and other services unless the agreement expressly says so.

18. Where the owner and the occupier do not agree on a proposed new pitch fee either of them may apply to the FTT for a determination of the pitch fee under paragraph 16(b). Where such an application is made the statutory implied terms provide that the occupier is to continue to pay the current pitch fee until such time as the new pitch fee is agreed or an order determining the amount of the new pitch fee is made by the FTT (paragraph 17(4)(b)).

19. Three basic principles shape the statutory approach to pitch fee review. The first is found in paragraph 16 which provides that:

> "The pitch fee can only be changed in accordance with paragraph 17, either –
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> (a) with the agreement of the occupier, or
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> (b) if the appropriate judicial body, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee."

It is therefore apparent that the owner of a protected site may not unilaterally increase the pitch fee but may only do so by agreement or, if agreement is not reached, by asking "the appropriate judicial body" (which in England is the FTT) to determine the new fee.

20. The second critical principle of pitch fee review is contained in paragraph 17(1), which provides that the pitch fee is to be reviewed annually at the review date; the remainder of

paragraph 17 sets out the machinery for undertaking such a review, which is initiated by a prescribed form of notice proposing a variation.

21. The third critical principle is encountered later, in paragraph 20, which introduces a statutory presumption that the variation of pitch fees will be limited by reference to the variation in the retail prices index. It provides:

> "20(A1) In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index calculated by reference only to –
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> (a) the latest index,
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> (b) the index published for the month which was 12 months before that to which the latest index relates."

22. These three principles (annual review; no change without agreement unless the FTT considers it reasonable and determines the amount of the new pitch fee; and a presumption of a change in line with the variation in RPI) give the statutory scheme its basic structure. They do not provide a benchmark by reference to which a new pitch fee is to be determined, such as the amount which might reasonably be expected to be agreed as the pitch fee in the negotiation of a new pitch agreement in the open market. The FTT is given a very strong steer that a change in RPI in the previous 12 months will make it reasonable for the pitch fee to be changed by that amount, but is provided with only limited guidance on what other factors it ought to take into account. It is clear, however, that other matters are relevant and that annual RPI increases are not the beginning and end of the determination, because paragraphs 18 and 19 specifically identify matters which the FTT is required to take into account or to ignore when undertaking a review.

23. Matters specifically to be taken into account by the FTT when it determines the amount of the new pitch fee are described in paragraph 18. As they apply to protected sites in England these are:

> "18(1) When determining the amount of the new pitch fee particular regard shall be had to:
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> (a) any sums expended by the owner since the last review date on improvements -
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> …
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> (aa) in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);

(ab) in the case of a protected site in England, any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph);

(b) [Wales].

(ba) in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date;

(c) [Wales]

(1A) But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013."

24. Two of these provisions are worthy of note at this stage. First, paragraph 18(1)(ab) requires the FTT to have regard to any reduction in services which the owner supplies to the site, the pitch or an individual home. That is consistent with the pitch fee being payment for a package of rights provided by the owner to the occupier, including the right to station a mobile home on the pitch and the right to receive services. Where such services are reduced, or the quality diminishes, the Act requires that reduction or deterioration to be taken into account (presumably as a factor justifying either a reduction in the pitch fee or a smaller increase than would otherwise be allowed).

25. Secondly, paragraph 18(ba) requires that if any "enactment" (meaning a statute or regulation) which has come into force since the last pitch fee review has had "any direct effect on the costs" payable by the owner for maintenance or management of the site, then that effect must be taken into account. Thus, if the cost of maintaining the site were to increase because of some new statutory requirement (for example in relation to fire precautions), this could be taken into account in determining the pitch fee. But the requirement to take the effect of statutory changes into account is qualified by paragraph 18(1A), which prohibits taking into account any costs incurred in complying with the amendments made to the 1983 Act by the Mobile Homes Act 2013 (which included provisions concerned with site licensing).

26. Paragraph 18 directs attention to a number of specific matters which must be taken into account in determining a new pitch fee. Paragraph 19 then provides a list of matters which must not be taken into account; these are the following:

"19(1) When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.

(2) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

(3) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of –

(a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);

(b) section 10(1A) of that Act (fee for application for consent to transfer site licence).

(4) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in connection with –

(a) any action taken by a local authority under sections 9A – 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc);

(b) the owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice)."

27. The list of matters in paragraph 19 to which no regard may be had when determining a new pitch fee is, in some respects, surprising, and gives the appearance of being included out of an abundance of caution. It is difficult, for example, to see why a fine which might be imposed on an owner for breaching a site licence could ever be thought to be relevant to the amount of the pitch fee payable by an occupier. On the other hand this list illustrates an awareness of the different types of cost which may be incurred by a site owner and, by stipulating that some are not to be taken into account, suggests that other costs (even though not mentioned) may influence the amount of the new pitch fee.

The appeal

28. Britaniacrest was granted permission to appeal by the Tribunal on the grounds that the FTT had adopted too narrow an approach to its power to determine the pitch fee increase. It submitted that in determining whether a pitch fee may be varied, the FTT has a wide power to increase (or decrease) the pitch fee according to what is reasonable having regard to all of the relevant circumstances of the case. It submitted that the FTT had failed to appreciate that it had a jurisdiction to disapply the statutory presumption that a pitch fee increase should not exceed the increase in RPI in the previous twelve months. It contended that the pitch fee had originally been agreed on the basis that it did not include any element of reimbursement for the provision of services connected with the supply of electricity and gas, and that its decision to switch to a uniform basis of charging across the whole Park which incorporated into the pitch fee a charge for utilities administration which had previously been levied separately, was a circumstance which the FTT ought to have taken into account in determining whether it was reasonable for there to be an increase in the 2014 pitch fee exceeding the increase in RPI.

29. Whether Britaniacrest's submission is correct depends on the meaning and effect of the relevant provisions of the Mobile Homes Act 1983, and the meaning and effect of the pitch agreement which it entered into with Mr and Mrs Bamborough.

30. In *Re: Sayer* [2014] UKUT 0283 (LC) the Tribunal contemplated the possibility that a change in the basis on which water charges had previously been levied might provide grounds on which a pitch fee could be increased by a greater amount than RPI. The Tribunal commented on the operation of paragraphs 18, 19 and 20 as follows:

> "22. The effect of these provisions as a whole is that, unless a change in the pitch fee is agreed between the owner of the site and the occupier, the pitch fee will remain at the same level unless the RPT considers it reasonable for the fee to be changed. If the RPT decides that it is reasonable for the fee to be changed, then the amount of the change is in its discretion, provided that it must have particular regard to the factors in paragraph 18(1), and that it must not take into account the costs referred to in paragraph 19 incurred by the owner in connection with expanding the site. It must also apply the presumption in paragraph 20(1) that there shall be an increase (or decrease) no greater than the percentage change in the RPI since the last review date unless that would be unreasonable having regard to the factors in paragraph 18(1). In practice that presumption usually means that annual RPI increases are treated as a right of the owner.
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> 23. Although annual RPI increases are usually uncontroversial, it should be noted that the effect of paragraph 20(1) is to create a limit, by reference to RPI, on the increase or decrease in the pitch fee. There is no invariable entitlement to such an increase, even where none of the factors referred to in paragraph 18(1) is present to render such an increase unreasonable. The overarching consideration is whether the RPT considers it reasonable for the pitch fee to be changed; it is that condition, specified in paragraph 16(b), which must be satisfied before any increase may be made (other than one which is agreed). It follows that if there are weighty factors not referred to in paragraph 18(1) which nonetheless cause the RPT to consider it reasonable for the pitch fee to be changed, the presumption in paragraph 20(1) that any variation will be limited by reference to the change in the RPI since the last review date may be displaced."

31. Paragraph 23 of the Tribunal's decision in *Sayer,* and in particular the reference to RPI as creating a limit, was not as well expressed as it should have been, in that the sense of the remainder of the paragraph is (correctly) to the opposite effect. The fundamental point to be noted is that an increase or decrease by reference to RPI is only a presumption; it is neither an entitlement nor a maximum, and in some cases it will only be a starting point of the determination. If there are factors which mean that a pitch fee increased only be RPI would nonetheless not be a reasonable pitch fee as contemplated by paragraph 16(b), the presumption of only an RPI increase may be rebutted and a greater increase, one which raises the pitch fee to the level which the FTT considers reasonable, will be permissible.

32. Although on one reading of paragraph 20(1) of the statutory implied terms it might appear that the only matter which may justify an increase greater than the amount of the change in RPI is if improvements have been carried out within paragraph 18(1), that does not seem to

us to be a proper reading of the provisions as a whole. If improvements have been carried out which make it unreasonable for the presumption to apply then the presumption is disapplied. If there are no such improvements the presumption remains a presumption rather than an entitlement or an inevitability. If there are other factors - not connected to improvements - which would justify a greater than RPI increase because without such an increase the pitch fee would not be a reasonable pitch fee, then they too may justify an above RPI increase. One such factor might be an agreement between the parties to vary the terms of the pitch agreement, so as to include a service charge. Another might be where, as in *Sayer*, the pitch agreement had been implemented in a manner which was inconsistent with its strict terms and one party subsequently wished to revert to those strict terms. A third factor might be where circumstances outside the control of either party had brought about a deterioration or improvement in the environment of the site.

33. We therefore agree with the basic submission advanced on behalf of Britaniacrest by Mr Mullan, namely, that the FTT has a wide discretion to vary the pitch fee to a level of a reasonable pitch fee taking into account all of the relevant circumstances, and that the increase in RPI in the previous 12 months is important, but it is not the only factor which may be taken into account.

34. We have more difficulty with Mr Mullan's contention that the FTT was in error in this case in refusing to regard Britaniacrest's desire to introduce a uniform approach to charging for the administrative costs associated with the supply of gas and electricity as a factor of relevance to the determination of the pitch fee payable by Mr and Mrs Bamborough.

35. The agreement under which Mr and Mrs Bamborough occupy their pitch (unlike the agreements considered in the first *Britaniacrest* appeal) includes an express provision for the payment of an unspecified additional charge for administration and for meters. Occupiers of pitches under this form of agreement are entitled to expect that any charge for the administration of the supply of gas and electricity will be separate from the pitch fee and will be adjusted only when a change in the costs associated with such administration makes an adjustment appropriate, rather than that a charge for the same services will be concealed within the pitch fee and liable to increase annually by RPI. Britaniacrest did not formally propose that the pitch agreement should be varied to remove its entitlement to an administration charge although Mr Mullan made it clear that it was not intended both to increase the pitch fee by a lump sum intended to cover administration costs and then additionally to charge an administration fee. Nevertheless, if Mr and Mrs Bamborough are content (as they were when they entered into the pitch agreement) with a separate charge for administration, Britaniacrest is not entitled unilaterally to insist on a different approach.

36. We therefore agree with the FTT that in this case there is nothing to displace the presumption in paragraph 20 that the pitch fee should be increased by no more than the increase in RPI since the previous review.

How much may be charged as a separate administration charge?

37. Although Britaniacrest's contractual entitlement to an administration charge was not directly in issue in this appeal we heard submissions on it and it may assist the parties if we indicate how it might generally be expected to operate.

38. The pitch agreement allows a separate charge for administration, meters and any other services but does not mention a particular sum. On normal principles of the interpretation of contracts the administration charge which may be levied by Britaniacrest is therefore limited to a reasonable charge. When the parties agreed that a charge would be payable they cannot have intended that it would be an unreasonable charge, nor that it would be whatever charge Britaniacrest chose to impose. If the parties do not agree on what is a reasonable charge, either of them may apply to the FTT under section 4 of the Act for it to resolve the dispute and determine the amount of a reasonable charge.

39. Mr Bamborough made it clear in the course his helpful submissions that he did not agree that a charge of £15 per quarter for each utility for each pitch was reasonable when consideration was given to the time it would take to read a meter and prepare and dispatch a bill. We have not made any assessment on what would be a reasonable administration charge in connection with utilities or any other services. We would suggest, however, that in determining what is a reasonable administration charge some relevant guidance may be provided by the administration charge which a re-seller of water is permitted to charge under the Water Resale Order 2006. Anyone selling water or sewerage services is entitled to make a charge for reasonable administration costs and maintaining meters. Resellers can charge purchasers without a meter about £5 a year and purchasers with a meter £10 a year. Whether there are any differences between the different utilities which would make this comparison inappropriate would have to be explored in evidence if the parties are unable to reach an agreement.

Disposal

40. In the course of this appeal it appeared to the Tribunal that it was being conducted by Britaniacrest with a view to securing a favourable decision which it might then use to adjust the pitch fees paid by occupiers under the old form of agreement which was considered by the Tribunal in the first *Britaniacrest* appeal. There appeared to be a misconception that the Tribunal's previous decision justified Britaniacrest in incorporating the former separate administration charge into the pitch fee. That would be a serious misreading of the Tribunal's decision which was that without a specific contractual provision entitling a site owner to levy a separate charge (such as there is in this case) the pitch fee agreed at the commencement of the letting of each pitch must be taken to include an element to reimburse the cost to the site owner of providing all of the services other than the cost of fuel specifically recoverable under paragraph 3(b).

41. The pitch fee of £154.70 payable by Mr and Mrs Bamborough which was last reviewed in March 2013 therefore falls to be increased by 3.2%, equivalent to £4.95, giving a pitch fee

payable from 15 March 2014 of £159.65. That figure should then be adjusted upwards by 2.3%, being £3.67, giving a new pitch fee of £163.32 payable from 15 March 2015.

42. For these reasons the appeal is dismissed.

Martin Rodger QC
Deputy President

P D McCrea FRICS
Member, Upper Tribunal (Lands Chamber)

18 April 2016